

VOLUNTARY RELEASE, WAVIER AND COVENANT
NOT TO SUE AND LIABILITY INDEMNITY AGREEMENT

To: Raccoon Mountain Caverns & Campground, LLC., Raccoon Mtn. Wild Cave Adventure, Raccoon Mtn. Wild Cave Tours, and Raccoon Mtn. Crystal Palace Tours (all hereinafter referred to as Releases)

I, the undersigned person (the Releaser), request and am granted permission to enter Raccoon Mtn. Caverns to participate in the Raccoon Mtn. Wild Cave Adventure, Raccoon Mtn. Wild Cave Tours, or Raccoon Mtn. Crystal Palace Tour (any or all collectively called Premises or permissive Entry).

In consideration of Permissive Entry to the Raccoon Mountain Caverns which includes but is not limited to the caverns, ladders, climbing ropes, steps, adjacent walkways, concessions, and other appurtenances, which is the area to which admission to the general public is prohibited unless accompanied by a guide approved or employed by Raccoon Mountain Caverns, Wild Cave Adventure, Wild Cave Tours or Crystal Palace Tour, I, the undersigned, for myself, my personal representatives, heirs, spouse, successors and assigns, DO HEREBY:

1. RELEASE, DISCHARGE, ACQUIT AND FOREVER COVENANT NOT TO SUE the Releasees and / or any other person or entity with interest in the Premises, and each of their officers, directors, shareholders, members, agents, managers, and employees from any and all claims, demands, actions, executions, judgments, or liability, present or future, which I may have against Releasees or any other person or participant for any foreseen or unforeseen bodily and personal injuries and/or property damage and the consequences arising from, or to arise from, any accident, casualty, or event occurring from any cause whatsoever during my activities or presence in the Premises, including but not limited to any act of negligence, any failure to act, or any act of strict liability of Releasees, or any other person or participant, or from the condition of the Premises. I hereby covenant to hold Releasees harmless and indemnify Releasees from any claim, demand, action, execution, judgment, liability, or expense, present or future, which Releasees may incur that may hereafter arise out of my activities or presence in the Premises, whether caused by Releasees or otherwise.

2. UNDERSTAND that my entry into or onto the Premises contains DANGER AND RISKS, that conditions of the Premises change from time to time and may become more hazardous. I APPRECIATE AND VOLUNTARILY ELECT TO ACCEPT AND ASSUME ALL DANGER AND RISKS connected with my entry into the Premises.

3. ACKNOWLEDGE that I am aware of the safety regulations, as well as safety rules, that may be explained to me by my cave guide, and that I will comply with each and every rule and regulation. I ASSUME ALL RISK for myself and assume all liability to others for failure to comply with the safety rules and regulations. I agree to be responsible for any and all costs and expenses including, but not limited to, medical expenses, resulting from injury to me. I am not an agent, servant or employee of the Releasees and no oral representation or inducements have been made to me to sign this document. No wavier of any provision of this release has been made to me and I understand and agree that none would be effective.

4. AGREE that this document shall be effective as of the date of my signature below and at any other date or time thereafter when I may participate in said activities on the Premises and shall apply to any event, incident, injury, death or accident occurring while on the Premises. I understand that it is not the purpose or intent of the Releasees to teach safety rules; that Releasees are not serving as the guardian of my safety at the Premises; and that this VOLUNTARY RELEASE, WAVIER, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT is intended to be as broad and as inclusive as permitted by the laws of the State of

Tennessee. If any portion of this document is held invalid, I agree that the balance shall, notwithstanding the partial invalidity, continue in full legal force and effect.

I further release Releasees from any and all damage or claim whatsoever on account of first aid, treatment, or service rendered me, (or which Releasees fail to render to me) while on the Premises or elsewhere, arising from any event, incident, injury, or accident sustained on such Premises or elsewhere.

5. I affirm that I am of lawful age and legally competent to sign this document, that I understand that the terms of this document are contractual and not a mere recital, that I have signed this document as my own free act and deed, and that this document is binding upon my heirs, successors and assigns. This document shall be construed according to the laws of the State of Tennessee.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Signature: _____

WITNESS: _____

Print Name: _____

Date: _____

Phone #: _____

Address: _____
